

SECRETSAPC 19463
COPY 1 OF 1

File A-103

13 September 1957

CMCC Doc. No. 151X5.717

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Dear Dan:

In view of the modified approach to the Project Field Support Program agreed upon with Jim C. and outlined in our letter dated 31 July 1957, CMCC Doc. No. 151X5.664, a few changes should be made in the proposed terms and conditions for this definitive contract from those outlined in our earlier proposal letter to you (CMCC Doc. No. 151X5.528 dated 25 April 1957).

Part I, paragraph d - Transportation

We suggest the language from Article 21 of the General Provisions:

"Suitable transportation for Contractor personnel and their baggage and for any equipment to be furnished by the Contractor hereunder from the Contractor's plant to the site or sites of work, at any site of work while on official business, between sites of work, and return to the plant of the Contractor. In the event of failure by the Government to furnish suitable transportation, the Contractor shall furnish such transportation, and the Government will reimburse the Contractor for the actual and reasonable cost of such transportation, provided the same has been approved as provided in this paragraph."

OK

We would recommend that, unless Government transportation is furnished at the time of receipt of orders, we be considered authorized to procure commercial transportation to avoid any delays in movement of personnel entailed by obtaining necessary approval. We have been operating on such a basis up to now which, I think, is mutually satisfactory.

Part I, paragraph g - Privileges

This section should be restored as set forth in your original draft.

OK

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Part II - Consideration and Payment

We would suggest that the rate of payment be set forth in an appendix to the contract as was done in A-102. The appropriate rates were, of course, furnished in our 31 July letter.

LETTER

Part III, paragraph b - Option To Extend Services At Provisional Rates

We would suggest as a reminder to both of us that we state here an intent of both parties to complete the negotiations within sixty (60) days of the start of a new period.

LETTER

Part VI - Capture and Detention

We feel it only equitable if the employee is detained under the circumstances of this clause through no fault of his own that he should be paid at his full overseas rate, including allowance. Under these circumstances, the contractor will have some continuing cost obligations in addition to the wages of the employee. Therefore, we believe some provision should be made in this section obligating the Government to cover the contractor's costs under such contingency.

LETTER

Part II, paragraph e - Vacation and Leave

If operating conditions permit, we would like to offer employees the option of taking their vacation overseas. The present wording of this clause seems to prohibit this. If it is possible to permit it, we would like to do so, although we will make no commitment to our employees that they are entitled to an overseas vacation.

LETTER

Provision for partial payment should be somewhere established as a pro rata portion of the man-month rate, presumably 1/30, and this basis should be used consistently throughout the contract where partial payment problems arise.

1/30.4

You should also be reminded that the corporation is incorporated in the State of Delaware, since in certain of these drafts you show it as a California corporation.

OK

With these exceptions, the specific comments made in the 26 April letter should still be valid.

Sincerely,



Bob

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